

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 28		3. EFFECTIVE DATE 15-May-2014		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (253) ORLANDO FL 32826		CODE N61340		7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY EAST DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L B & B ASSOCIATES INC. RICK FRANZ 9891 BROKENLAND PKWY STE 400 COLUMBIA MD 21046-3005				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61340-11-D-1007-0002			
				X 10B. DATED (SEE ITEM 13) 04-Aug-2011			
CODE 0V349		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007, DFARS 232-703-1 and FAR 52.243-1							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: rehw oldt14705 The purpose of this modification is to: 1) Deobligate 31 unused hours from CLIN 1421 in the amount of [REDACTED] 2) Deobligate [REDACTED] on CLIN 142, SLN 142102 3) Add 30 additional hours to CLIN 1423 in the amount of [REDACTED]. This funding is applied to SLIN 142302, ACRN AW. 4) Add incremental funding to CLIN 1404 in the amount of [REDACTED]. Funding is applied to SLIN 140401, ACRN AV. 5) Add incremental funding to CLIN 1412 in the amount of [REDACTED]. Funding is applied to SLIN 141201, ACRN AV. 6) Update DFARS Clause 252.232-7007 to reflect incremental funding applied. 7) Update Section J attachments to include new Price Breakout Worksheet All other terms and conditions of this contract remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AYANA GRAHAM (25362) / CONTRACTING OFFICER TEL: 407-380-4012 EMAIL: ayana.graham@navy.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 15-May-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$177.58 from \$6,242,237.64 to \$6,242,060.06.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1421

The pricing detail quantity has decreased by 31.00 from 479.00 to 448.00.

The total cost of this line item has decreased by [REDACTED] from [REDACTED].

CLIN 1423

The pricing detail quantity has increased by 30.00 from 431.00 to 461.00.

The total cost of this line item has increased by [REDACTED] from [REDACTED].

SUBCLIN 140401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140401	Funding for CLIN 1404 FFP CNSL Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300385055-0007				\$0.00

NET AMT	\$0.00
---------	--------

ACRN AV
CIN: 130038505500018

[REDACTED]

SUBCLIN 141201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141201					\$0.00

Funding for CLIN 1412
FFP
CNSL Funding
FOB: Destination
PURCHASE REQUEST NUMBER: 1300385055-0007

NET AMT	\$0.00
---------	--------

ACRN AV
CIN: 130038505500019

SUBCLIN 142302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142302					\$0.00

Funding for CLIN 1423
FFP
Funding for special evolution training.
FOB: Destination
PURCHASE REQUEST NUMBER: 1300385515-0003

NET AMT	\$0.00
---------	--------

ACRN AW
CIN: 130038551500021

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 140401:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

The following Acceptance/Inspection Schedule was added for SUBCLIN 141201:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

The following Acceptance/Inspection Schedule was added for SUBCLIN 142302:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 1421 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2013 TO 15-AUG-2014	N/A	NAWCTSD LOGISTICS RAYMOND RODRIGUEZ 12350 RESEARCH PARKWAY, DEFLOREZ BLDG ORLANDO FL 32826-3275 407-380-4210 FOB: Destination	N61340

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2013 TO 15-AUG-2014	N/A	NAWCTSD LOGISTICS RAYMOND RODRIGUEZ 12350 RESEARCH PARKWAY, DEFLOREZ BLDG ORLANDO FL 32826-3275 407-380-4210 FOB: Destination	N61340

The following Delivery Schedule item for CLIN 1423 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2013 TO 15-AUG-2014	N/A	NAWCTSD LOGISTICS RAYMOND RODRIGUEZ 12350 RESEARCH PARKWAY, DEFLOREZ BLDG ORLANDO FL 32826-3275 407-380-4210 FOB: Destination	N61340

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2013 TO 15-AUG-2014	N/A	NAWCTSD LOGISTICS RAYMOND RODRIGUEZ 12350 RESEARCH PARKWAY, DEFLOREZ BLDG ORLANDO FL 32826-3275 407-380-4210 FOB: Destination	N61340

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$173,976.84 from \$6,067,738.37 to \$6,241,715.21.

SUBCLIN 140401:

Funding on SUBCLIN 140401 is initiated as follows:

ACRN: AV

CIN: 130038505500018

Acctng Data: 1741804 60BD 253 53825 S 060951 2D C002NA

Increase: [REDACTED]

Total [REDACTED]

Cost Code: 465814SU001Q

SUBCLIN 141201:

Funding on SUBCLIN 141201 is initiated as follows:

ACRN: AV

CIN: 130038505500019

Acctng Data: 1741804 60BD 253 53825 S 060951 2D C002NA

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 465814SU001Q

SUBCLIN 142102:

AW: 1741804 70BD 252 53824 S 060957 2D X001TP P00074NU000Q (CIN 130038551500004) was decreased by [REDACTED] from [REDACTED]

SUBCLIN 142302:

Funding on SUBCLIN 142302 is initiated as follows:

ACRN: AW

CIN: 130038551500021

Acctng Data: 1741804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00074NU000Q

SECTION I - CONTRACT CLAUSES

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 1101 through 1445 are incrementally funded. For these item(s), the sum of **\$2,271,816.17** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	
August 15, 2013	\$ 318,106
September 25, 2013	\$996.00
October 31, 2013	\$1,053,672.46
December 4, 2013	\$182,873
December 20, 2013	\$29,656.00
January 31, 2014	\$29,656.00
February 3, 2014	\$353,367.37
May 1, 2014	\$63,000.00

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibits

CDRLs --- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI

Exhibit A006 – Mobilization CI Contractor Performance Summary Report

Exhibit A007 – CI Contractor Performance Summary Report

Exhibit A009 – Quality System Plan

Note: CDRL numbers A003, A004 and A008 not used.

Attachments

Attachment 1	Statement_of_Work_(SOW)_Addendum_B_(CIS)_NSS__RFP_22APR2011_CH 2 Appendix B01_NSST_28_Mar_11_CH1 Appendix B02 CH 1 Littoral Combat Ship (LCS) Shiphandling Trainer
Attachment 1-	ATG Atlantic, Norfolk VA Ch2 24Oct11
Attachment 2-	ATG Pacific, San Diego CA Ch2 24Oct11
Attachment 3-	ATG Mayport FL Ch2 24Oct11
Attachment 4-	ATG Northwest, Everett WA Ch2 24Oct11
Attachment 5-	ATG MIDPAC, Pearl Harbor HI Ch2 24Oct11
Attachment 6-	ATG USNB, Sasebo Japan Ch2 24Oct11
Attachment 7-	ATG USNB, Yokosuka Japan Ch2 24Oct11
Attachment 2	CDRL Addressee List Rev 1
Attachment 3	DD Form 254 – Contract Security Classification Specification

Attachment 4	Quality Assurance Surveillance Plan (QASP)
Attachment 5	Price Breakout Worksheet (PBW) Mod 28
Attachment 6	Government Furnished Equipment (GFE) List
Attachment 7	NSS Site Specific Contact Information
Attachment 8	Data Item Transmittal Form NAWCTSD 4330/60 Rev 2

(End of Summary of Changes)